

EXHIBIT A

UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE
NASHVILLE DIVISION

THE LAMPO GROUP, LLC d/b/a
RAMSEY SOLUTIONS, a Tennessee Limited
Liability Company,

Plaintiff,

v.

Case No. 3:20-cv-00641
Judge Aleta A. Trauger

MARRIOTT HOTEL SERVICES, INC.,
A Delaware Corporation;

Defendant.

MARRIOTT HOTEL SERVICES, INC.,
A Delaware Corporation,

Counter-Plaintiff,

v.

THE LAMPO GROUP, LLC d/b/a
RAMSEY SOLUTIONS, a Tennessee Limited
Liability Company,

Counter-Defendant.

**[PROPOSED] AMENDED ANSWER AND AFFIRMATIVE
DEFENSES TO COUNTERCLAIM**

Plaintiff/Counterdefendant, The Lampo Group, LLC d/b/a Ramsey Solutions (“Ramsey Solutions”), serves its amended answer and affirmative defenses to the Counterclaim filed by Defendant Marriott Hotel Services Inc. (“Marriott”), and in response states:

ANSWER

As and for its Answer, Ramsey Solutions states:

PARTIES, VENUE, AND JURISDICTION

1. Ramsey Solutions is without knowledge of the allegations contained in paragraph 1 of the Counterclaim and, therefore, denies the allegations.

2. In response to the allegations contained in paragraph 2 of the Counterclaim, Ramsey Solutions admits that the specific Gaylord hotels referenced are located in the city and state-identified; Ramsey Solutions is without knowledge and, therefore, denies the remaining allegations in paragraph 2 of the Counterclaim.

3. Ramsey Solutions is without knowledge of the allegations contained in paragraph 3 of the Counterclaim and, therefore, denies the allegations.

4. Ramsey Solutions admits the allegations contained in paragraph 4 of the Counterclaim.

5. The allegations contained in paragraph 5 of the Counterclaim are legal conclusions to which no response is required. To the extent that the allegations are deemed not to be legal conclusions, Ramsey Solutions denies the allegations. Ramsey Solutions further denies that Marriott is entitled to any relief whatsoever and, accordingly, the amount in controversy does not exceed the jurisdiction of this Court.

6. The allegations contained in paragraph 6 of the Counterclaim are legal conclusions to which no response is required. To the extent that the allegations are deemed not to be legal conclusions, Ramsey Solutions denies the allegations. Ramsey Solutions admits that it resides in this district, however.

FACTUAL ALLEGATIONS

COUNT I

BREACH OF EXPRESS CONTRACT-LIQUIDATED DAMAGES
(THE PALMS CONTRACT)

7. In response to the allegations contained in paragraph 7 of the Counterclaim, Ramsey Solutions states that the written agreement attached as Exhibit “A” is the best evidence of its terms and conditions and denies any and all allegations inconsistent therewith. The “Palms Agreement”¹ outlines the respective obligations of the parties including those applicable to Ramsey Solutions.

8. In response to the allegations contained in paragraph 8 of the Counterclaim, Ramsey Solutions states that the written agreement attached as Exhibit “A” is the best evidence of its terms and conditions and denies any and all allegations inconsistent therewith. The “Palms Agreement” outlines the respective obligations of the parties including those applicable to Ramsey Solutions.

9. In response to the allegations contained in paragraph 9 of the Counterclaim, Ramsey Solutions states that the written agreement attached as Exhibit “A” is the best evidence of its terms and conditions and denies any and all allegations inconsistent therewith. The “Palms Agreement” outlines the respective obligations of the parties including those applicable to Ramsey Solutions.

¹ Ramsey Solutions references to the “Palms Agreements” include the initial agreement as well as all amendments thereto.

10. Ramsey Solutions is without knowledge and, therefore, denies the allegations contained in paragraph 10 of the Counterclaim.

11. In response to the allegations contained in paragraph 11 of the Counterclaim, Ramsey Solutions states that the written agreement attached as Exhibit “B” is the best evidence of its terms and conditions and denies any and all allegations inconsistent therewith. The “Palms Amendment” outlines the respective obligations of the parties including those applicable to Ramsey Solutions.

12. In response to the allegations contained in paragraph 12 of the Counterclaim, Ramsey Solutions states that the written agreement attached as Exhibit “B” is the best evidence of its terms and conditions and denies any and all allegations inconsistent therewith. The “Palms Amendment” outlines the respective obligations of the parties including those applicable to Ramsey Solutions.

13. In response to the allegations contained in paragraph 13 of the Counterclaim Ramsey Solutions admits that Marriott is collectively referring to the “Palms Agreement” and the “Palms Amendment” as the “Palms Contract” but denies any and all remaining allegations in the paragraph.

14. In response to the allegations contained in paragraph 14 of the Counterclaim, Ramsey Solutions states that the written agreement attached as Exhibit “A” is the best evidence of its terms and conditions and denies any and all allegations inconsistent therewith. The “Palms Agreement” outlines the respective obligations of the parties including those applicable to Ramsey Solutions.

15. In response to the allegations contained in paragraph 15 of the Counterclaim, Ramsey Solutions states that the written agreement attached as Exhibit “A” is the best evidence of its terms and conditions and denies any and all allegations inconsistent therewith. The “Palms Agreement” outlines the respective obligations of the parties including those applicable to Ramsey Solutions.

16. In response to the allegations contained in paragraph 16 of the Counterclaim, Ramsey Solutions states that the written agreement attached as Exhibit “A” is the best evidence of its terms and conditions and denies any and all allegations inconsistent therewith. The “Palms Agreement” outlines the respective obligations of the parties including those applicable to Ramsey Solutions.

17. In response to the allegations contained in paragraph 17 of the Counterclaim, Ramsey Solutions states that the written agreement attached as Exhibit “A” is the best evidence of its terms and conditions and denies any and all allegations inconsistent therewith. The “Palms Agreement” outlines the respective obligations of the parties including those applicable to Ramsey Solutions.

18. Ramsey Solutions admits the allegations contained in paragraph 18 of the Counterclaim but denies that such amounts are owed to Marriott. On the contrary, Ramsey Solutions has demanded that such amounts be returned as more fully alleged in the Amended Complaint.

19. In response to the allegations contained in paragraph 19 of the Counterclaim, Ramsey Solutions states that the letter dated July 3, 2020, attached as Exhibit “C” is the best evidence of its contents and denies any and all allegations inconsistent therewith.

20. In response to the allegations contained in paragraph 20 of the Counterclaim, Ramsey Solutions states that the written agreement attached as Exhibits “A” and “B” are the best evidence of its terms and conditions and denies any and all allegations inconsistent therewith. The “Palms Contract” outlines the respective obligations of the parties including those applicable to Ramsey Solutions.

21. In response to the allegations contained in paragraph 21 of the Counterclaim, Ramsey Solutions states that they are legal conclusions to which no response is required. To the extent that the allegations are deemed not to be legal conclusions, Ramsey Solutions denies the allegations.

22. In response to the allegations contained in paragraph 22 of the Counterclaim, Ramsey Solutions states that they are legal conclusions to which no response is required. To the extent that the allegations are deemed not to be legal conclusions, Ramsey Solutions denies the allegations.

23. In response to the allegations contained in paragraph 23 of the Counterclaim, Ramsey Solutions states that the written agreement attached as Exhibit “A” is the best evidence of its terms and conditions and denies any and all allegations inconsistent therewith. The “Palms Agreement” outlines the respective obligations of the parties including those applicable to Ramsey Solutions.

24. The allegations contained in paragraph 24 of the Counterclaim are unclear to Ramsey Solutions as written and, accordingly, it denies the same.

25. In response to the allegations contained in paragraph 25 of the Counterclaim, Ramsey Solutions states that the written agreement attached as Exhibit “A” is the best evidence of

its terms and conditions and denies any and all allegations inconsistent therewith. The “Palms Agreement” outlines the respective obligations of the parties including those applicable to Ramsey Solutions.

26. In response to the allegations contained in paragraph 26 of the Counterclaim, Ramsey Solutions states that the written agreement attached as Exhibit “A” is the best evidence of its terms and conditions and denies any and all allegations inconsistent therewith. The “Palms Agreement” outlines the respective obligations of the parties including those applicable to Ramsey Solutions.

27. In response to the allegations contained in paragraph 27 of the Counterclaim, Ramsey Solutions states that the written agreement attached as Exhibit “A” is the best evidence of its terms and conditions and denies any and all allegations inconsistent therewith. The “Palms Agreement” outlines the respective obligations of the parties including those applicable to Ramsey Solutions.

28. In response to the allegations contained in paragraph 28 of the Counterclaim, Ramsey Solutions states that the written agreement attached as Exhibit “A” is the best evidence of its terms and conditions and denies any and all allegations inconsistent therewith. The “Palms Agreement” outlines the respective obligations of the parties including those applicable to Ramsey Solutions.

29. In response to the allegations contained in paragraph 29 of the Counterclaim, Ramsey Solutions states that the written agreement attached as Exhibit “A” is the best evidence of its terms and conditions and denies any and all allegations inconsistent therewith. The “Palms

Agreement” outlines the respective obligations of the parties including those applicable to Ramsey Solutions.

30. In response to the allegations contained in paragraph 30 of the Counterclaim, Ramsey Solutions states that the written agreement attached as Exhibit “A” is the best evidence of its terms and conditions and denies any and all allegations inconsistent therewith. The “Palms Agreement” outlines the respective obligations of the parties including those applicable to Ramsey Solutions. Ramsey Solutions further states that certain of the allegations are legal conclusions to which no response is required. To the extent they are deemed not to be legal conclusions, Ramsey Solutions denies the allegations.

31. In response to the allegations contained in paragraph 31 of the Counterclaim, Ramsey Solutions states that the same are legal conclusions to which no response is required. To the extent they are deemed not to be legal conclusions, Ramsey Solutions denies the allegations.

32. In response to the allegations contained in paragraph 32 of the Counterclaim, Ramsey Solutions states that the written agreement attached as Exhibit “A” is the best evidence of its terms and conditions and denies any and all allegations inconsistent therewith. The “Palms Agreement” outlines the respective obligations of the parties including those applicable to Ramsey Solutions. Ramsey Solutions further states that certain of the allegations are legal conclusions to which no response is required. To the extent they are deemed not to be legal conclusions, Ramsey Solutions denies the allegations.

33. In response to the allegations contained in paragraph 33 of the Counterclaim, Ramsey Solutions states that the July 6, 2020 letter and invoice attached as “ D” to the

Counterclaim are the best evidence of their contents and denies any and all allegations inconsistent therewith.

34. In response to the allegations contained in paragraph 34 of the Counterclaim, Ramsey Solutions states that the July 6, 2020 letter and invoice attached as Exhibit “D” to the Counterclaim are the best evidence of their contents and denies any and all allegations inconsistent therewith.

35. In response to the allegations contained in paragraph 35 of the Counterclaim, Ramsey Solutions states that the written agreement attached as Exhibit “A” is the best evidence of its terms and conditions and denies any and all allegations inconsistent therewith. The “Palms Agreement” outlines the respective obligations of the parties including those applicable to Ramsey Solutions. Ramsey Solutions further states that certain of the allegations are legal conclusions to which no response is required. To the extent they are deemed not to be legal conclusions, Ramsey Solutions denies the allegations.

36. In response to the allegations contained in paragraph 36 of the Counterclaim, Ramsey Solutions states that the written agreement attached as Exhibit “A” is the best evidence of its terms and conditions and denies any and all allegations inconsistent therewith. The “Palms Agreement” outlines the respective obligations of the parties including those applicable to Ramsey Solutions. Ramsey Solutions further states that certain of the allegations are legal conclusions to which no response is required. To the extent they are deemed not to be legal conclusions, Ramsey Solutions denies the allegations.

37. In response to the allegations contained in paragraph 37 of the Counterclaim, Ramsey Solutions states that the written agreement attached as Exhibit “A” is the best evidence of

its terms and conditions and denies any and all allegations inconsistent therewith. The “Palms Contract” outlines the respective obligations of the parties including those applicable to Ramsey Solutions. Further, as more fully alleged in the Amended Complaint, Ramsey Solutions states that it does not owe and has no obligation to pay any amounts regarding the “Palms Contract” including those demanded in the “Palms Original Invoice.” Ramsey Solutions further states that certain of the allegations are legal conclusions to which no response is required. To the extent they are deemed not to be legal conclusions, Ramsey Solutions denies the allegations.

38. In response to the allegations contained in paragraph 38 of the Counterclaim, Ramsey Solutions states that the letter dated August 26, 2020, attached as Exhibit “E” is the best evidence of its terms and conditions and denies any and all allegations inconsistent therewith. Further, as more fully alleged in the Amended Complaint, Ramsey Solutions states that it does not owe and has no obligation to pay any amounts regarding the “Palms Contract” including those demanded in Exhibit “E.”

39. In response to the allegations contained in paragraph 39 of the Counterclaim, Ramsey Solutions states that the August 6, 2020 letter and invoice attached as Exhibit “E” to the Counterclaim are the best evidence of their contents and denies any and all allegations inconsistent therewith. Ramsey Solutions further states that certain of the allegations are legal conclusions to which no response is required. To the extent they are deemed not to be legal conclusions, Ramsey Solutions denies the allegations.

40. In response to the allegations contained in paragraph 40 of the Counterclaim, Ramsey Solutions admits that it did not pay the amounts demanded in Exhibit “E” to the Counterclaim but denies that it owed any amounts to Marriott. On the contrary, as more fully set

forth in the Amendment Complaint, Ramsey Solutions is entitled to the return of its deposit as well as the amounts that it has been damaged by the actions and inactions of Marriott.

41. In response to the allegations contained in paragraph 41 of the Counterclaim, Ramsey Solutions states that the written agreement attached as Exhibit “A” is the best evidence of its terms and conditions and denies any and all allegations inconsistent therewith. The “Palms Agreement” outlines the respective obligations of the parties including those applicable to Ramsey Solutions. Ramsey Solutions further states that certain of the allegations are legal conclusions to which no response is required. To the extent they are deemed not to be legal conclusions, Ramsey Solutions denies the allegations.

42. The allegations contained in paragraph 42 of the Counterclaim are legal conclusions to which no response is required. To the extent they are deemed not to be legal conclusions, Ramsey Solutions denies the allegations.

43. The allegations contained in paragraph 43 of the Counterclaim are legal conclusions to which no response is required. To the extent they are deemed not to be legal conclusions, Ramsey Solutions denies the allegations.

44. The allegations contained in paragraph 44 of the Counterclaim are legal conclusions to which no response is required. To the extent they are deemed not to be legal conclusions, Ramsey Solutions denies the allegations.

COUNT II

BREACH OF EXPRESS CONTRACT-LIQUIDATED DAMAGES
(THE TEXAN CONTRACT)

45. In response to the allegations contained in paragraph 45 of the Counterclaim, Ramsey Solutions states that the written agreement attached as Exhibit “F” is the best evidence of its terms and conditions and denies any and all allegations inconsistent therewith. The “Texan Contract” outlines the respective obligations of the parties including those applicable to Ramsey Solutions.

46. In response to the allegations contained in paragraph 46 of the Counterclaim, Ramsey Solutions states that the written agreement attached as Exhibit “F” is the best evidence of its terms and conditions and denies any and all allegations inconsistent therewith. The “Texan Contract” outlines the respective obligations of the parties including those applicable to Ramsey Solutions.

47. In response to the allegations contained in paragraph 47 of the Counterclaim, Ramsey Solutions states that the written agreement attached as Exhibit “F” is the best evidence of its terms and conditions and denies any and all allegations inconsistent therewith. The “Texan Contract” outlines the respective obligations of the parties including those applicable to Ramsey Solutions.

48. Ramsey Solutions is without knowledge and, therefore, denies the allegations contained in paragraph 48 of the Counterclaim.

49. In response to the allegations contained in paragraph 49 of the Counterclaim, Ramsey Solutions states that the written agreement attached as Exhibit “F” is the best evidence of

its terms and conditions and denies any and all allegations inconsistent therewith. The “Texan Contract” outlines the respective obligations of the parties including those applicable to Ramsey Solutions.

50. In response to the allegations contained in paragraph 50 of the Counterclaim, Ramsey Solutions states that the written agreement attached as Exhibit “F” is the best evidence of its terms and conditions and denies any and all allegations inconsistent therewith. The “Texan Contract” outlines the respective obligations of the parties including those applicable to Ramsey Solutions.

51. In response to the allegations contained in paragraph 51 of the Counterclaim, Ramsey Solutions states that the written agreement attached as Exhibit “F” is the best evidence of its terms and conditions and denies any and all allegations inconsistent therewith. The “Texan Contract” outlines the respective obligations of the parties including those applicable to Ramsey Solutions.

52. In response to the allegations contained in paragraph 52 of the Counterclaim, Ramsey Solutions states that the email dated July 22, 2020, attached as Exhibit “G” is the best evidence of its terms and conditions and denies any and all allegations inconsistent therewith.

53. In response to the allegations contained in paragraph 53 of the Counterclaim, Ramsey Solutions states that the written agreement attached as Exhibit “F” is the best evidence of its terms and conditions and denies any and all allegations inconsistent therewith. The “Texan Contract” outlines the respective obligations of the parties including those applicable to Ramsey Solutions.

54. The allegations contained in paragraph 54 of the Counterclaim are legal conclusions to which no response is required. To the extent they are deemed not to be legal conclusions, Ramsey Solutions denies the allegations.

55. The allegations contained in paragraph 55 of the Counterclaim are legal conclusions to which no response is required. To the extent they are deemed not to be legal conclusions, Ramsey Solutions denies the allegations.

56. In response to the allegations contained in paragraph 56 of the Counterclaim, Ramsey Solutions states that the written agreement attached as Exhibit “F” is the best evidence of its terms and conditions and denies any and all allegations inconsistent therewith. The “Texan Contract” outlines the respective obligations of the parties including those applicable to Ramsey Solutions.

57. The allegations contained in paragraph 57 of the Counterclaim are unclear to Ramsey Solutions as written and, accordingly, it denies the same.

58. In response to the allegations contained in paragraph 58 of the Counterclaim, Ramsey Solutions states that the written agreement attached as Exhibit “F” is the best evidence of its terms and conditions and denies any and all allegations inconsistent therewith. The “Texan Contract” outlines the respective obligations of the parties including those applicable to Ramsey Solutions.

59. In response to the allegations contained in paragraph 59 of the Counterclaim, Ramsey Solutions admits that it did not make any advance deposits under the “Texan Contract,” nor was it required to. Ramsey Solutions denies the remaining allegations contained in paragraph 59 of the Counterclaim.

60. The allegations contained in paragraph 60 of the Counterclaim are legal conclusions to which no response is required. To the extent they are deemed not to be legal conclusions, Ramsey Solutions denies the allegations. Ramsey Solutions further states that Marriott is not entitled to any damages whatsoever including those prayed for as more fully alleged in the Amended Complaint.

61. In response to the allegations contained in paragraph 61 of the Counterclaim, Ramsey Solutions states that the written agreement attached as Exhibit “F” is the best evidence of its terms and conditions and denies any and all allegations inconsistent therewith. The “Texan Contract” outlines the respective obligations of the parties including those applicable to Ramsey Solutions.

62. In response to the allegations contained in paragraph 62 of the Counterclaim, Ramsey Solutions states that the written agreement attached as Exhibit “F” is the best evidence of its terms and conditions and denies any and all allegations inconsistent therewith. The “Texan Contract” outlines the respective obligations of the parties including those applicable to Ramsey Solutions.

63. In response to the allegations contained in paragraph 63 of the Counterclaim, Ramsey Solutions states that the written agreement attached as Exhibit “F” is the best evidence of its terms and conditions and denies any and all allegations inconsistent therewith. The “Texan Contract” outlines the respective obligations of the parties including those applicable to Ramsey Solutions. Ramsey Solutions further states that certain of the allegations are legal conclusions to which no response is required. To the extent they are deemed not to be legal conclusions, Ramsey Solutions denies the allegations.

64. In response to the allegations contained in paragraph 64 of the Counterclaim, Ramsey Solutions states that the same are legal conclusions to which no response is required. To the extent they are deemed not to be legal conclusions, Ramsey Solutions denies the allegations.

65. In response to the allegations contained in paragraph 65 of the Counterclaim, Ramsey Solutions states that the written agreement attached as Exhibit “F” is the best evidence of its terms and conditions and denies any and all allegations inconsistent therewith. The “Texan Agreement” outlines the respective obligations of the parties including those applicable to Ramsey Solutions. Ramsey Solutions further states that certain of the allegations are legal conclusions to which no response is required. To the extent they are deemed not to be legal conclusions, Ramsey Solutions denies the allegations.

66. In response to the allegations contained in paragraph 66 of the Counterclaim, Ramsey Solutions states that the letter dated July 23, 2020, attached as Exhibit “H” is the best evidence of its terms and conditions and denies any and all allegations inconsistent therewith.

67. In response to the allegations contained in paragraph 67 of the Counterclaim, Ramsey Solutions states that the letter dated July 23, 2020, attached as Exhibit “H” is the best evidence of its terms and conditions and denies any and all allegations inconsistent therewith.

68. In response to the allegations contained in paragraph 68 of the Counterclaim, Ramsey Solutions states that the written agreement attached as Exhibit “F” is the best evidence of its terms and conditions and denies any and all allegations inconsistent therewith. The “Texan Agreement” outlines the respective obligations of the parties including those applicable to Ramsey Solutions. Ramsey Solutions further states that certain of the allegations are legal conclusions to

which no response is required. To the extent they are deemed not to be legal conclusions, Ramsey Solutions denies the allegations.

69. In response to the allegations contained in paragraph 69 of the Counterclaim, Ramsey Solutions states that the written agreement attached as Exhibit “F” is the best evidence of its terms and conditions and denies any and all allegations inconsistent therewith. The “Texan Contract” outlines the respective obligations of the parties including those applicable to Ramsey Solutions. Further, as more fully alleged in the Amended Complaint, Ramsey Solutions states that it does not owe and has no obligation to pay any amounts regarding the Texan Contract including those demanded in the “Texan Original Invoice.”

70. In response to the allegations contained in paragraph 70 of the Counterclaim, Ramsey Solutions states that the written agreement attached as Exhibit “F” is the best evidence of its terms and conditions and denies any and all allegations inconsistent therewith. The “Texan Contract” outlines the respective obligations of the parties including those applicable to Ramsey Solutions. Further, as more fully alleged in the Amended Complaint, Ramsey Solutions states that it does not owe and has no obligation to pay any amounts regarding the “Texan Contract” including those demanded in the “Texan Original Invoice.” Ramsey Solutions further states that certain of the allegations are legal conclusions to which no response is required. To the extent they are deemed not to be legal conclusions, Ramsey Solutions denies the allegations.

71. In response to the allegations contained in paragraph 71 of the Counterclaim, Ramsey Solutions states that the letter dated August 26, 2020, attached as Exhibit “E” is the best evidence of its terms and conditions and denies any and all allegations inconsistent therewith. Further, as more fully alleged in the Amended Complaint, Ramsey Solutions states that it does not

owe and has no obligation to pay any amounts regarding the “Texan Contract” including those demanded in Exhibit “E.”

72. In response to the allegations contained in paragraph 72 of the Counterclaim, Ramsey Solutions states that the August 26, 2020 letter and invoice attached as Exhibit “E” to the Counterclaim are the best evidence of their contents and denies any and all allegations inconsistent therewith. Ramsey Solutions further states that certain of the allegations are legal conclusions to which no response is required. To the extent they are deemed not to be legal conclusions, Ramsey Solutions denies the allegations.

73. In response to the allegations contained in paragraph 73 of the Counterclaim, Ramsey Solutions states that the written agreement attached as Exhibit “F” is the best evidence of its terms and conditions and denies any and all allegations inconsistent therewith. The “Texan Contract” outlines the respective obligations of the parties including those applicable to Ramsey Solutions. Further, the allegations in this paragraph are legal conclusions to which no response is required. To the extent that the allegations are deemed not to be legal conclusions, they are denied.

74. The allegations contained in paragraph 74 of the Counterclaim are legal conclusions to which no response is required. To the extent they are deemed not to be legal conclusions, Ramsey Solutions denies the allegations.

75. The allegations contained in paragraph 75 of the Counterclaim are legal conclusions to which no response is required. To the extent they are deemed not to be legal conclusions, Ramsey Solutions denies the allegations.

76. The allegations contained in paragraph 76 of the Counterclaim are legal conclusions to which no response is required. To the extent they are deemed not to be legal conclusions, Ramsey Solutions denies the allegations.

COUNT III

BREACH OF EXPRESS CONTRACT-LIQUIDATED DAMAGES
(THE ROCKIES CONTRACT)

77. In response to the allegations contained in paragraph 77 of the Counterclaim, Ramsey Solutions states that the written agreement attached as Exhibit “I” is the best evidence of its terms and conditions and denies any and all allegations inconsistent therewith. The “Rockies Contract” outlines the respective obligations of the parties including those applicable to Ramsey Solutions.

78. In response to the allegations contained in paragraph 78 of the Counterclaim, Ramsey Solutions states that the written agreement attached as Exhibit “I” is the best evidence of its terms and conditions and denies any and all allegations inconsistent therewith. The “Rockies Contract” outlines the respective obligations of the parties including those applicable to Ramsey Solutions.

79. In response to the allegations contained in paragraph 79 of the Counterclaim, Ramsey Solutions states that the written agreement attached as Exhibit “I” is the best evidence of its terms and conditions and denies any and all allegations inconsistent therewith. The “Rockies Contract” outlines the respective obligations of the parties including those applicable to Ramsey Solutions.

80. Ramsey Solutions is without knowledge and, therefore, denies the allegations contained in paragraph 80 of the Counterclaim.

81. In response to the allegations contained in paragraph 81 of the Counterclaim, Ramsey Solutions states that the written agreement attached as Exhibit “I” is the best evidence of its terms and conditions and denies any and all allegations inconsistent therewith. The “Rockies Contract” outlines the respective obligations of the parties including those applicable to Ramsey Solutions.

82. In response to the allegations contained in paragraph 82 of the Counterclaim, Ramsey Solutions states that the written agreement attached as Exhibit “I” is the best evidence of its terms and conditions and denies any and all allegations inconsistent therewith. The “Rockies Contract” outlines the respective obligations of the parties including those applicable to Ramsey Solutions.

83. In response to the allegations contained in paragraph 83 of the Counterclaim, Ramsey Solutions states that the written agreement attached as Exhibit “I” is the best evidence of its terms and conditions and denies any and all allegations inconsistent therewith. The “Rockies Contract” outlines the respective obligations of the parties including those applicable to Ramsey Solutions.

84. In response to the allegations contained in paragraph 84 of the Counterclaim, Ramsey Solutions states that the email dated July 22, 2020, attached as Exhibit “G” is the best evidence of its terms and conditions and denies any and all allegations inconsistent therewith. The “Rockies Contract” outlines the respective obligations of the parties including those applicable to Ramsey Solutions.

85. In response to the allegations contained in paragraph 85 of the Counterclaim, Ramsey Solutions states that the written agreement attached as Exhibit “I” is the best evidence of its terms and conditions and denies any and all allegations inconsistent therewith. The “Rockies Contract” outlines the respective obligations of the parties including those applicable to Ramsey Solutions.

86. The allegations contained in paragraph 86 of the Counterclaim are legal conclusions to which no response is required. To the extent they are deemed not to be legal conclusions, Ramsey Solutions denies the allegations.

87. In response to the allegations contained in paragraph 87 of the Counterclaim, Ramsey Solutions states that they are legal conclusions to which no response is required. To the extent that the allegations are deemed not to be legal conclusions, Ramsey Solutions denies the allegations.

88. In response to the allegations contained in paragraph 88 of the Counterclaim, Ramsey Solutions states that the written agreement attached as Exhibit “I” is the best evidence of its terms and conditions and denies any and all allegations inconsistent therewith. The “Rockies Contract” outlines the respective obligations of the parties including those applicable to Ramsey Solutions.

89. The allegations contained in paragraph 89 of the Counterclaim are unclear to Ramsey Solutions as written and, accordingly, it denies the same.

90. In response to the allegations contained in paragraph 90 of the Counterclaim, Ramsey Solutions states that the written agreement attached as Exhibit “I” is the best evidence of its terms and conditions and denies any and all allegations inconsistent therewith. The “Rockies

Contract” outlines the respective obligations of the parties including those applicable to Ramsey Solutions.

91. In response to the allegations contained in paragraph 91 of the Counterclaim, Ramsey Solutions admits that it did not make any advance deposits under the “Rockies Contract,” nor was it required to. Ramsey Solutions denies the remaining allegations contained in paragraph 91 of the Counterclaim.

92. The allegations contained in paragraph 92 of the Counterclaim are legal conclusions to which no response is required. To the extent they are deemed not to be legal conclusions, Ramsey Solutions denies the allegations. Ramsey Solutions further states that Marriott is not entitled to any damages whatsoever including those prayed for as more fully alleged in the Amended Complaint.

93. In response to the allegations contained in paragraph 93 of the Counterclaim, Ramsey Solutions states that the written agreement attached as Exhibit “I” is the best evidence of its terms and conditions and denies any and all allegations inconsistent therewith. The “Rockies Contract” outlines the respective obligations of the parties including those applicable to Ramsey Solutions.

94. In response to the allegations contained in paragraph 94 of the Counterclaim, Ramsey Solutions states that the written agreement attached as Exhibit “I” is the best evidence of its terms and conditions and denies any and all allegations inconsistent therewith. The “Rockies Contract” outlines the respective obligations of the parties including those applicable to Ramsey Solutions.

95. In response to the allegations contained in paragraph 95 of the Counterclaim, Ramsey Solutions states that the written agreement attached as Exhibit “I” is the best evidence of its terms and conditions and denies any and all allegations inconsistent therewith. The “Rockies Contract” outlines the respective obligations of the parties including those applicable to Ramsey Solutions. Ramsey Solutions further states that certain of the allegations are legal conclusions to which no response is required. To the extent they are deemed not to be legal conclusions, Ramsey Solutions denies the allegations.

96. In response to the allegations contained in paragraph 96 of the Counterclaim, Ramsey Solutions states that the same are legal conclusions to which no response is required. To the extent they are deemed not to be legal conclusions, Ramsey Solutions denies the allegations.

97. In response to the allegations contained in paragraph 97 of the Counterclaim, Ramsey Solutions states that the written agreement attached as Exhibit “I” is the best evidence of its terms and conditions and denies any and all allegations inconsistent therewith. The “Rockies Agreement” outlines the respective obligations of the parties including those applicable to Ramsey Solutions. Ramsey Solutions further states that certain of the allegations are legal conclusions to which no response is required. To the extent they are deemed not to be legal conclusions, Ramsey Solutions denies the allegations.

98. In response to the allegations contained in paragraph 98 of the Counterclaim, Ramsey Solutions states that the written agreement attached as Exhibit “I” is the best evidence of its terms and conditions and denies any and all allegations inconsistent therewith.

99. In response to the allegations contained in paragraph 99 of the Counterclaim, Ramsey Solutions states that the letter dated July 23, 2020, attached as Exhibit “H” is the best evidence of its terms and conditions and denies any and all allegations inconsistent therewith.

100. In response to the allegations contained in paragraph 100 of the Counterclaim, Ramsey Solutions states that the written agreement attached as Exhibit “H” is the best evidence of its terms and conditions and denies any and all allegations inconsistent therewith. The “Rockies Agreement” outlines the respective obligations of the parties including those applicable to Ramsey Solutions. Ramsey Solutions further states that certain of the allegations are legal conclusions to which no response is required. To the extent they are deemed not to be legal conclusions, Ramsey Solutions denies the allegations.

101. In response to the allegations contained in paragraph 101 of the Counterclaim, Ramsey Solutions states that the written agreement attached as Exhibit “I” is the best evidence of its terms and conditions and denies any and all allegations inconsistent therewith. The “Rockies Agreement” outlines the respective obligations of the parties including those applicable to Ramsey Solutions. Ramsey Solutions further states that certain of the allegations are legal conclusions to which no response is required. To the extent they are deemed not to be legal conclusions, Ramsey Solutions denies the allegations.

102. In response to the allegations contained in paragraph 102 of the Counterclaim, Ramsey Solutions states that the written agreement attached as Exhibit “I” is the best evidence of its terms and conditions and denies any and all allegations inconsistent therewith. The “Rockies Contract” outlines the respective obligations of the parties including those applicable to Ramsey Solutions. Further, as more fully alleged in the Amended Complaint, Ramsey Solutions states that

it does not owe and has no obligation to pay any amounts regarding the Rockies Contract including those demanded in the Rockies Original Invoice. Ramsey Solutions further states that certain of the allegations are legal conclusions to which no response is required. To the extent they are deemed not to be legal conclusions, Ramsey Solutions denies the allegations.

103. In response to the allegations contained in paragraph 103 of the Counterclaim, Ramsey Solutions states that the letter dated August 26, 2020, attached as Exhibit “E” is the best evidence of its terms and conditions and denies any and all allegations inconsistent therewith. Further, as more fully alleged in the Amended Complaint, Ramsey Solutions states that it does not owe and has no obligation to pay any amounts regarding the “Rockies Contract” including those demanded in Exhibit “E.”

104. In response to the allegations contained in paragraph 104 of the Counterclaim, Ramsey Solutions states that the August 26, 2020 letter and invoice attached as Exhibit “E” to the Counterclaim are the best evidence of their contents and denies any and all allegations inconsistent therewith. Ramsey Solutions further states that certain of the allegations are legal conclusions to which no response is required. To the extent they are deemed not to be legal conclusions, Ramsey Solutions denies the allegations.

105. In response to the allegations contained in paragraph 105 of the Counterclaim, Ramsey Solutions states that the written agreement attached as Exhibit “I” is the best evidence of its terms and conditions and denies any and all allegations inconsistent therewith. The “Rockies Contract” outlines the respective obligations of the parties including those applicable to Ramsey Solutions. Further, the allegations in this paragraph are legal conclusions to which no response is required. To the extent that the allegations are deemed not to be legal conclusions, they are denied.

106. The allegations contained in paragraph 106 of the Counterclaim are legal conclusions to which no response is required. To the extent they are deemed not to be legal conclusions, Ramsey Solutions denies the allegations.

107. The allegations contained in paragraph 107 of the Counterclaim are legal conclusions to which no response is required. To the extent they are deemed not to be legal conclusions, Ramsey Solutions denies the allegations.

108. The allegations contained in paragraph 108 of the Counterclaim are legal conclusions to which no response is required. To the extent they are deemed not to be legal conclusions, Ramsey Solutions denies the allegations.

PRAYER FOR RELIEF

In response to the unnumbered ad damnum clause immediately following paragraph 108 of the Counterclaim Ramsey Solutions states that Marriott is not entitled to any damages whatsoever including that prayed for in the Counterclaim in subparagraphs A-D or that alleged in elsewhere in the Counterclaim. On the contrary, as more fully alleged in the Amended Complaint, Ramsey Solutions states that it is entitled to the damages set forth in the Amended Complaint from Marriott.

Further, Ramsey Solutions denies any and allegations not specifically admitted herein.

AFFIRMATIVE DEFENSES

As and for its affirmative defenses, Ramsey Solutions states:

First Affirmative Defense. As and for its first affirmative defense, as outlined in the Amended Complaint, Marriott materially breached its obligations under each of the Gaylord Agreements² and, accordingly, it is not entitled to the relief it seeks.

Second Affirmative Defense. As and for its second affirmative defense, as outlined in the Amended Complaint, Marriott anticipatorily breached its obligations under each of the Gaylord Agreements and, accordingly, it is not entitled to the relief it seeks.

Third Affirmative Defense. As and for its third affirmative defense, as outlined in the Amended Complaint, Marriott failed to fulfill conditions precedent including, without limitation, the requirements for hosting the various events consistent with the terms of the applicable agreements and Ramsey Solutions' expectations and the parties course of conduct. Accordingly, Marriott is not entitled to the relief it seeks.

Fourth Affirmative Defense. As and for its fourth affirmative defense, as outlined in the Amended Complaint, Ramsey Solutions acted within the terms of the Gaylord Agreements and, accordingly, Marriott is not entitled to the relief it seeks.

Fifth Affirmative Defense. As and for its fifth affirmative defense, as outlined in the Amended Complaint, Marriott materially and unilaterally altered the terms of the "Palms Agreement," which modifications were unacceptable to and not agreed to by Ramsey Solutions.

Sixth Affirmative Defense. As and for its sixth affirmative defense, as outlined in the Amended Complaint, Marriott's changes in the "Palms Agreement" voided the agreement as the proposed modifications were wholly inconsistent with the parties' agreements.

² Any reference to the "Gaylord Agreements" is a reference to the Palms Agreement, the Texan Agreement and the Rockies Agreement.

Seventh Affirmative Defense. As and for its seventh affirmative defense, as outlined in the Amended Complaint, Marriott materially changed its performance terms and obligations under the “Palms Agreement” resulting in an anticipatory breach of that agreement.

Eighth Affirmative Defense. As and for its eighth affirmative defense, as outlined in the Amended Complaint, Marriott’s material changes and alternations in the “Palms Agreement” rendered the same invalid.

Ninth Affirmative Defense. As and for its ninth affirmative defense, as outlined in the Amended Complaint, Marriott cannot enforce the terms of the “Gaylord Agreements” based on the doctrines of implied waiver and equitable estoppel.

Tenth Affirmative Defense. As and for its tenth affirmative defense, as outlined in the Amended Complaint, Marriott’s claims are barred by the sudden emergency doctrine.

Eleventh Affirmative Defense. As and for its eleventh affirmative defense, as outlined in the Amended Complaint, Marriott’s claims are barred by the doctrine of force majeure and impossibility of performance.

Twelfth Affirmative Defense. As and for its twelfth affirmative defense, as outlined in the Amended Complaint, Marriott’s claims are barred because performance was waived given materials changes in the terms of the “Palms Agreement.”

Thirteenth Affirmative Defense. As and for its thirteenth affirmative defense, as outlined in the Amended Complaint, Marriott’s claims are barred because of illegality. As contemplated and written the “Palms Agreement,” the fulfillment of the same would have been illegal. Tennessee Rule of Civil Procedure 8.03 lists “illegality” as an affirmative defense; *see also Ledbetter v. Townsend*, 15 S.W.3d 462, 464 (Tenn. Ct. App. 1999).

Fourteenth Affirmative Defense. As and for its fourteenth affirmative defense, as outlined in the Amended Complaint, Marriott's claims are barred because the agreements at issue allow Ramsey Solutions to terminate, in its sole discretion, if it believes that holding the event "will impair or damage its brand or goodwill." Ramsey Solutions adhered to the terms of the agreements and, accordingly, Marriott has no claim for damages of any kind and Ramsey Solutions is entitled to the return of its deposit relating to "Palms Agreement" and damages that it sustained.

Fifteenth Affirmative Defense. As and for its Fifteenth affirmative defense, as outlined in the Amended Complaint, Marriott's claims are barred based on the doctrine of unclean hands.

Sixteenth Affirmative Defense. As and for its twelfth affirmative defense, as outlined in the Amended Complaint, Marriott's claims are barred for want of consideration as the agreements contemplated the performance of service that it could not and would not perform.

Seventeenth Affirmative Defense. As and for its seventeenth affirmative defense, as outlined in the Amended Complaint, Marriott has failed to properly state claims upon which relief can be granted.

Eighteenth Affirmative Defense. As and for its eighteenth affirmative defense, Ramsey Solutions states that the liquidated damages provisions in the Palms Agreement, Texan Agreement and Rockies Agreement that are being sued upon in the Counterclaim are illegal.

Nineteenth Affirmative Defense. As and for its nineteenth affirmative defense, Ramsey Solutions states that the liquidated damages provisions in the Palms Agreement, Texan Agreement and Rockies Agreement are unenforceable. The provisions provide for a windfall to Marriott as they fail to deduct any of the expenses associated with generating the revenue and, therefore, have

no rationale relationship to Marriott's actual damages. The stipulated damages sought in the Counterclaim are actually a penalty and, accordingly, the provisions cannot be enforced.

Twentieth Affirmative Defense. As and for its twentieth affirmative defense, Ramsey Solutions states that the purposes of the agreements were frustrated or otherwise made impossible to perform and should be rescinded because, among other things, (1) on July 2, 2020, Michael Wainwright and Michael Stengel, on behalf of Marriott, told Ramsey Solutions during a telephone call to discuss the Palms Event that Marriott may still cancel the Palms Event (even as late as during the event itself) and that Marriott may continue to impose additional restrictions and limitations on the Palms Event as the event was now only a week or so away; and, (2) despite being familiar with Ramsey Solutions' live events and the importance of the guest experience to attendees, Marriott imposed a myriad of restrictions and limitations on the event that removed the benefit of the bargain including, without limitation, closing of on-site restaurants, closing and/or limitation of the spa facilities, room service and valet, removal of the food service as outlined in the agreement and limitation on gym and pool access. None of these restrictions or limitations were required by federal, state or local laws, regulations or ordinances and severely limited the benefit of the bargain to Ramsey Solutions and frustrated the purposes of the Palms Agreement such that it should be rescinded as it would otherwise be inequitable.

Respectfully Submitted,

/s/ Ashley E. Cowgill

Ashley E. Cowgill (TN Bar No. 033042)

CERTIFICATE OF SERVICE

WE HEREBY CERTIFY that on August __, 2021, we electronically filed the foregoing with the Clerk of the Court using CM/ECF, which will send transmissions of Notices of Electronic Filing on all Counsel of Record.

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